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for the better—in the style of writing. For example, the subject of Agreement, in the first book, is introduced as follows: "Agreement consists where two persons are of the same mind and intent concerning the subject matter." In the second, the corresponding paragraph reads: "Agreement consists in two or more persons being of the same mind and intention concerning the subject-matter." Almost every sentence is improved in some way, making the whole much more clear and concise. The changes in the manner of publishing the book, while numerous, are unimportant. But the present work is a great improvement upon the former.

G. S. A.

*Ewell on Fixtures.* By Marshall D. Ewell, LL.D. Second edition by Frank H. Childs. Callaghan & Co., Chicago, 1905. Sheep, pages cviii, 784.

Since the first edition of *Ewell on Fixtures*, in 1876, much has been done toward unification in the Law of Fixtures, although at that time it had departed some distance from the transition stage between the harshness of the ancient English doctrine and the more lenient and reasonable modern theory. The text proper has remained practically unchanged, however, from that of the first edition except for some few omissions. But the notes are of vastly more value. The original digests of cases, which Mr. Childs has introduced, are numerous, and denote the various changes in the law. We believe that the space occupied by them, though a very considerable proportion of the book, was well used. We are assured that the present edition was prepared under Mr. Ewell's supervision, so that there can be no doubt that there will be no falling away from the high authority which the former edition has so long exercised.

G. S. A.

*Pomeroy's Equity Jurisprudence.* Third Edition. By John Norton Pomeroy, Jr., A.M., L.L.B. Bancroft-Whitney Company, San Francisco, 1905. Three volumes. Sheep, pages lviii, 3525.

When a new book upon any subject of law comes out one takes it up with a great curiosity to see if the author has really simplified the subject, or thrown new light upon it by the workings of his own brain in delving into the reasons for the rules and propositions stated, as, for example, Professor Thayer did in the subject of Evidence, but, along with the curiosity, there usually exists a lurking dread that one's time is to be spent in reading simply a restatement of the rules and decisions already stated. But, upon seeing a new edition of such a standard work as "*Pomeroy's Equity*" everywhere recognized as being authoritative, the feelings aroused are altogether different; a sadness creeps over one that the changed state of the law should demand a new edition of the work after the world has lost the master-mind who originally conceived it, and, coupled with this, is a certain resentment at the audacity of a new editor in thinking that he can improve upon the

original. However, we are very glad to see that, with the same filial respect for parental authority (would that all authors of legal works had such authority to be respected) as was shown in the second edition of the same book, the work of the father has been left intact and separated from the notes and additions rendered necessary by the growth of the law.

We do not say the above with any idea of giving anyone the liberty of drawing the conclusion that the necessary notes and additions are at all carelessly written, for the very opposite is the fact. They are written in a most skillful and scholarly manner, as might be expected from the pen of a man with the ability already proven and still the modesty shown instead of the self-sufficient audacity above referred to.

The Editor apologizes for the bulkiness of the work. Upon considering the great scope of the subject, the enormous growth of it since the last edition, and the extreme thoroughness of treatment, both as to the annotations and the citations, we think that he is to be congratulated for having kept the work down to the physical proportions that it now has. The most lengthy annotations occur under the subjects of the Jurisdiction to avoid a Multiplicity of Suits, the Equity Jurisdiction of the United States Courts, and special topics under Notice, Priorities, and Bona Fide Purchase.

The work is referred to as a "Standard text-book." It certainly is standard, and for the earnest lawyer and the diligent student it is a text-book, but the great exhaustiveness of the work has rendered it somewhat bulky for a class-room text-book. However, this same great exhaustiveness renders it one of the best of reference works, so that the very high reputation with the profession which the former editions have occupied in this respect is not only sure to be maintained, but also just as certain to be increased. Another feature that makes it still more valuable for purposes of reference is the thoroughness with which the citations are collected and applied, and the fact that in doing this the so-called standard encyclopedias and digests are not trusted implicitly.

The insertion of states in the index, as was done in the previous edition, also saves much time for the busy lawyer and his overworked understudy.

S. W. B.

*Page on Contracts.* By William Herbert Page, Professor of Law in the Ohio State University and Author of "Page on Wills." The W. H. Anderson Co., Cincinnati, 1905. Three volumes. Sheep, pages ccclxv, 3083.

"Page on Contracts" is an evident, and, we believe, successful, attempt to delve into every crevice of contract law (or, at least, of *American* contract law), and to present a treatise, complete up to the present time, in every detail. In this respect it bears a close resemblance to "Wigmore on Evidence," and, although it differs in many other features (as, for instance, the valuable digested cases with which Wigmore abounds and of which the book under